

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Vachris, et al

Attorney Docket No:

Serial No.: 08/926,277

Examiner: Rosenberger, Richard A.

Filed: September 5, 1997

Group Art Unit: 2877

For: RELIEF OBJECT IMAGE GENERATOR

REVOCATION OF POWER OF ATTORNEY AND APPOINTMENT OF NEW ATTORNEY  
AND CHANGE OF MAILING ADDRESSAssistant Commissioner for Patents  
Washington, DC 20231

Dear Sir:

The undersigned, the current owner of the above application, hereby revokes all previous powers of attorney or authorizations of agent given in the above-identified application and hereby appoints Randall L. Reed registration number 31,559 as its patent attorney of record with full power of substitution and revocation to prosecute this application and to transact all business in the United States Patent and Trademark Office with respect to this application. This appointment is to be to the exclusion of the inventors and their attorneys in accordance with 37 CFR § 3.71.

Please change the correspondence address to:

Randall L. Reed  
Levin and Hawes, LLP  
384 Forest Ave., Suite 13  
Laguna Beach, CA 92688

## Chain of Title

The inventors Paul F. Vachris and Ronald S. Smith by assignment dated February 10, 1998 and recorded on February 19, 1998 at reel 8988 and frame 0269 in the USPTO conveyed all right title and interest in and to this application, the Relief Object Image Generator application serial number 08/926,277 filed September 5, 1997, to XL Vision, Inc.

Handwritten notes and signatures in the top right corner, including a signature and the text "2/26/98" and "2/26/98".

Serial # 08/926,277

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Filed September 5, 1997

Change of POA

XL Vision, Inc. in turn, on or about March 1, 1999, conveyed all right title and interest in and to this application to Who? Vision Systems, Inc., 10305 102<sup>nd</sup> Terrace, Sebastian, Florida, 32958, by assignment attached hereto and marked Exhibit A.

On June 26, 2000, XL Vision, Inc., changed its name to Ethentica, Inc. as evidenced by a Certificate of Amendment filed with the Delaware Secretary of State. Said Certificate of Amendment is attached hereto and marked as Exhibit B.

On May 22, 2001, Ethentica, Inc. filed a petition under Chapter 11 of the United States Bankruptcy Code, Case No. SA 01-14523 JB, United States Bankruptcy Court, Central District of California, Santa Ana, Division. On February 7, 2002, Ethentica, Inc. entered into an Asset Purchase Agreement to sell substantially all of its assets to Topspin Partners, LP. Included in the assets for sale was all of the intellectual property of Ethentica, Inc., including but not limited to all patent and trademark applications, issued patents and/or registered trademarks. Schedule 5 of the Asset Purchase Agreement, relating to the intellectual property assets being sold by Ethentica, Inc., is attached hereto and marked as Exhibit C. On February 13, 2002, the bankruptcy court approved the sale of all of the assets as set forth in the agreement of sale between Topspin Partners, LP and Ethentica, Inc. Attached hereto and marked Exhibit D is the order of the bankruptcy court dated February 13, 2002 and executed by Judge James N. Barr.

On February 22, 2002, Topspin Partners, LP, assigned all of its right title and interest to the Asset Purchase Agreement dated February 7, 2002 by and between Topspin Partners, LP and Ethentica, Inc., to Security First Corp. A copy of said Assignment is attached and marked as Exhibit E. Concurrently therewith, Ethentica, Inc., did in fact sell all of its assets to Security First Corp. A copy of said Bill of Sale is attached hereto and marked as Exhibit F. Particular reference is directed to paragraph 1.(e) of said Bill of Sale.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC § 1001, and that willful, false statements may jeopardize the validity of

Serial # 08/926,277  
Filed September 5, 1997  
Change of POA

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the application, or any patent issuing thereon.

Date:

4/7/03

Security First Corp

  
Howard F. Kline

Title: Vice President and  
General Counsel

Address: 22362 Gilberto, Suite 130  
Rancho Santa Margarita, CA 92688

FAX RECEIVED  
MAY 19 2003  
TECHNOLOGY CENTER 2003

FORM PTO-1535 (Modified)  
(Rev. 8-03)  
OMB No. 0531-0011 (exp. 4/94)  
Cop. right 1994-97 LegalStar  
P08/REV02

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

## PATENTS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

XL Vision, Inc.

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

## 2. Name and address of receiving party(ies):

Name: Who? Vision Systems, Inc.

Internal Address: \_\_\_\_\_

Street Address: 10305 102nd TerraceCity: Sebastian State: FL ZIP: 32958Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_Execution Date: March 1, 1999

## 4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

08/926,277;

09/066,625

09/126,543;

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MORRIS, MANNING & MARTIN, LLP

Internal Address: \_\_\_\_\_

Street Address: 1600 Atlanta Financial Center3343 Peachtree Road, NE6. Total number of applications and patents involved: 37. Total fee (37 CFR 3.41):.....\$ 120.00☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

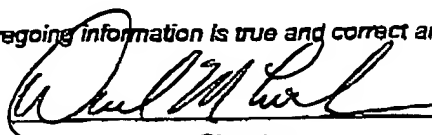
DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David M. Lockman

Name of Person Signing



Signature

4/22/99

Date

Total number of pages including cover sheet, attachments, and

FAX

MAY 19 2003

TECHNOLOGY CENTER 2800

# ASSIGNMENT OF INVENTION AND PATENTS THEREON

WHEREAS, XL Vision, Inc. is the owner by assignment of the following U.S. Patent Applications

<u>Serial No.</u>	<u>Title</u>	<u>Filing Date</u>
08/926,277	Relief Object Image Generator	September 5, 1997
09/126,543	Method and System for Controlling Access to Conferences Conducted Over an Open Network Using a Relief Object Image Generator	July 30, 1998
09/066,625	Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	April 24, 1998

WHEREAS, Who? Vision Systems, Inc., a Delaware corporation having a principal place of business at 10305 102nd Terrace, Sebastian, in the State of Florida 32958, desires to acquire the entire interest in and to the subject matter disclosed in said applications and in and to all patents issued or to be issued thereon.

NOW, THEREFORE, to all whom it may concern, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the said Who? Vision Systems, Inc., its successors and assigns, my entire right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, and extensions thereof; and all Letters Patent Domestic and Foreign issued or to be obtained thereon, including all rights and interests with priority rights under 35 U.S.C. §111(b), the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention, Common Market Convention, or any other Convention or Union for each country of said Convention or Union and all divisions, reissues, substitutions, continuations, and extensions thereof; and I do hereby authorize and request the Commissioner of Patents to issue the Letters Patent granted on any application and all future patents granted upon the subject matter disclosed therein to the above named Assignee, its legal representatives and assigns.

Witness my hand this 1 day of March, 1999.

XL VISION, INC.

Gregory W. Haskell  
Name: Gregory W. Haskell  
Title: President / CEO

STATE OF Florida )

) ss:

COUNTY OF Indian )

On this 1 day of March, 1999, before me personally appeared Gregory W. Haskell to me known and known to me to be the individual aforesaid who duly acknowledged the signing of the foregoing instrument to be his voluntary act and deed and who executed the same for the uses and purposes therein specified.

(SEAL)



Kathleen G. Lees  
My Commission CC713820  
Expires March 18, 2002

Kathleen Lees  
Notary Public

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Assignor: **XL VISION, INC.**

**Assignee:** *Who? Vision Systems, Inc.*

Serial Nos.: 08/926,277; 09/126,543; and 09/066,625

MMM Refs: 8976-19259; 8976-22190; and 8976-20146 (respectively)

**ENCLOSURES:** Recordation Form Cover Sheet; Assignment (executed); a check in the amount of \$120.00 (\$40/document); and return postcard.

Date of Deposit in U.S. Mail: April 22, 1999

I HEREBY CERTIFY THAT THE ENCLOSURES AND FEES ARE BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL UNDER 37 CFR 1.8 ON THE DATE INDICATED ABOVE AND IS IN AN ENVELOPE ADDRESSED TO ASSISTANT COMMISSIONER FOR PATENTS, BOX ASSIGNMENT, Washington, D.C. 20231.

H. Le Giap

Name (Printed or Typed)

**Signature**

FAX RECEIVED  
MAY 19 2003  
TECHNOLOGY CENTER 2000

THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND WITH A VOID FEATURE

**MORRIS, MANNING & MARTIN, L.L.P.**

GENERAL ACCOUNT  
1600 ATLANTA FINANCIAL CENTER  
3343 PEACHTREE ROAD, N.E.  
ATLANTA, GEORGIA 30328  
(404) 233-7000

WACHOVIA BANK OF GEORGIA, N.A.  
ATLANTA, GEORGIA

103635

64-1/610

NUMBER

PAY ONE HUNDRED TWENTY AND 00/100 DOLLARS

TO THE  
ORDER OF

DATE

March 16, 1999

AMOUNT

\*\*\*\*120.00

Commissioner of Patents  
and Trademarks

TWO SIGNATURES REQUIRED IF OVER \$10,000  
VOID 90 DAYS AFTER DATE OF ISSUE

*Cynthia H. Wilson*  
AUTHORIZED SIGNATURE

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

103635 0610000101 13 102 192

FAX RECEIVED

MAY 19 2003

TECHNOLOGY CENTER 2100

JUN. 26. 2000 1:17PM

NO.001 P.2/3

**CERTIFICATE OF AMENDMENT  
to the  
CERTIFICATE OF INCORPORATION  
Of  
WHO? VISION SYSTEMS, INC.**

Who? Vision Systems, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify:

**FIRST:** That by written consent of the board of directors dated June 11, 2000 a resolution was duly adopted setting forth a proposed amendment to the Certificate of Incorporation of the Company, declaring said amendment to be advisable and calling for consideration of said proposed amendment by the stockholders of the Company entitled to vote. The resolution setting forth the amendment is as follows:

**RESOLVED,** that the Certificate of Incorporation of this Company be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

**ARTICLE I.** The name of the corporation is Ethentica, Inc.

**SECOND:** That, pursuant to the resolution of the board of directors, the proposed amendment was approved by a majority of the stockholders of the Company entitled to vote by written consent dated June 26, 2000.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 and 228 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF,** the Company has caused this Certificate to be executed on this 26th, day of June, 2000

**WHO? VISION SYSTEMS, INC.**

By: /s/ John Van Zandt  
John Van Zandt, Vice President

(\permanish\ho vision\charta-corporat\cert of amendment name change

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 01:30 PM 06/26/2000  
001324598 - 2713257



JUN. 26. 2000 1:17PM

NO. 001 P. 2/3

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to the  
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WHO? VISION SYSTEMS, INC.

By: /s/ John Van Zandt  
John Van Zandt, Vice President

~~Formerly who? vision systems, inc. certificate of amendment name change~~

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 01:30 PM 06/26/2000  
001324598 - 2773257

SCHEDULE 5ETHENTICA PATENT LIST

Title	Jurisdiction	Application No.
Relief Object Sensor Adaptor	United States of America	09/435,011
Imaging Device for Relief Object and System and Method of Using the Image Device	Patent Cooperation Treaty	US00/11544
Imaging Device for Relief Object and System and Method of Using the Image Device	United States of America	09/538,634
Planar Optical Image Sensor and System for Generating an Electronic Image of a Relief Object for Fingerprint Reading	Patent Cooperation Treat	US00/09008
Planar Optical Image Sensor and System for Generating an Electronic Image of a Relief Object for Fingerprint Reading	United States of America	09/477,943
Biometric Sensor	United States of America	09/804,683
Biometric Sensor	Patent Cooperation Treaty	US01/07860
Biometric Sensor	United States of America	09/804,684
Server-Side Implementation of a Cryptographic System	United States of America	09/666,519
Trust Arbitrage in Cryptographic Authentication	Patent Cooperation Treaty	US00/25754
Trust Arbitrage in Cryptographic Authentication	United States of America	09,653,756
Cryptographic Server with Provisions for Interoperability between Cryptographic Systems	Patent Cooperation Treaty	US/25816
Cryptographic Server with Provisions for Interoperability between Cryptographic Systems	United States of America	09,666,647
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Australia	15976/99
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Canada	2309956

Title	Jurisdiction	Application No.
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	China	98813272.9
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	European Patent Office	98960366.7
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Japan	2000-522552
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Korea, Republic of	2000-7005708
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Malaysia	P19805367
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Philippines	1-1998-03107
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Russian Federation	
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	South Africa	98/10848
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Taiwan	87119646
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	Thailand	047395
Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator	United States of America	09/066,625
Electronic Commerce with Cryptographic Authentication	Patent Cooperation Treaty	US00/25814

Exhibit

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1  
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Title	Jurisdiction	Application No.
Electronic Commerce with Cryptographic Authentication	United States of America	09/666,378
Electroluminescent Fingerprint Apparatus and Method	European Patent Office	98930210.4
Relief Object Image Generator	Australia	92129/98
Relief Object Image Generator	Canada	2301621
Relief Object Image Generator	China	98813678.3
Relief Object Image Generator	European Patent Office	98944629.9
Relief Object Image Generator	Japan	2000-510374
Relief Object Image Generator	Korea, Republic of	2000-7002390
Relief Object Image Generator	Malaysia	P19804058
Relief Object Image Generator	Philippines	1-1998-02275
Relief Object Image Generator	South Africa	97/11538
Relief Object Image Generator	Taiwan	86118101
Relief Object Image Generator	Thailand	045825
Integrated Oled Backlight for Planar Optical Contact Fingerprint Sensor	United States of America	60/244,759
Biometric Sensor	United States of America	29/132,771
System and Method of Lighting a Biometric Sensor	United States of America	60/234,635
Context Sensitive Dynamic Authentication in a Cryptographic System	Patent Cooperation Treaty	US00/25748
Context Sensitive Dynamic Authentication in a Cryptographic System	United States of America	09/666,377
Electroluminescent Fingerprint Apparatus and Method	United States of America	08/883,154
Relief Object Image Generator	United States of America	08/926,277

Exhibit

Date

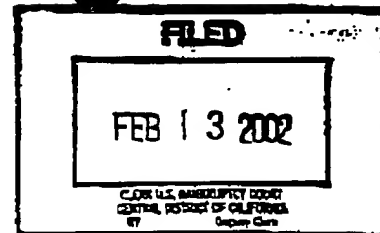
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Title	Jurisdiction	Application No.
Electroluminescent Fingerprint Apparatus and Method	United States of America	09/401,480
Ethentica	China	2001011598
Ethentica	European Community	2047157
Ethentica	Hong Kong	200102145
Ethentica	Japan	2001-003640
Ethentica	Korea, South	41-2001-1027
Ethentica	Norway	200101094
Ethentica	Switzerland	00574/2001
Ethentica	Taiwan	90001831
Ethentica	United States of America	76/094,544
Ethenticate	United States of America	76/094,507
Ethentication	United States of America	76/094,508
Ethenticator	China	2001011599
Ethenticator	European Community	2047363
Ethenticator	Hong Kong	2001/02146
Ethenticator	Japan	2001-003638
Ethenticator	Korea, South	40-2001-2363
Ethenticator	Norway	200101095
Ethenticator	Switzerland	00575/2001
Ethenticator	Taiwan	90001829
Ethenticator	United States of America	76/094,529
Securing Your Digital World	China	2001011597
Securing Your Digital World	European Community	2046613
Securing Your Digital World	Hong Kong	2001/02144

Exhibit

Title	Jurisdiction	Application No.
Securing Your Digital World	Japan	2001-003639
Securing Your Digital World	Korea, South	41-2001-1026
Securing Your Digital World	Norway	200101093
Securing Your Digital World	Switzerland	00573/2001
Securing Your Digital World	Taiwan	90001830
Securing Your Digital World	United States of America	76/094,502
Tactilesense	Australia	823409
Tactilesense	Brazil	822449021
Tactilesense	Canada	1,046,224
Tactilesense	China	200016801
Tactilesense	European Community	1,503,176
Tactilesense	Hong Kong	2000/02655
Tactilesense	Japan	2000-11133
Tactilesense	Korea, South	40-2000-5967
Tactilesense	Mexico	410,635
Tactilesense	Taiwan	89007131
Tactilesense	United States of America	75/775,899

Exhibit 1Page 48



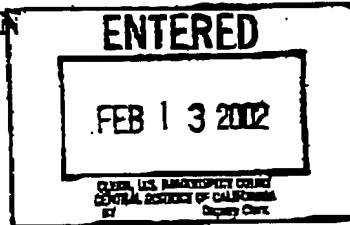
MARC J. WINTHROP - State Bar No. 63218  
 RICHARD H. GOLUBOW - State Bar No. 160434  
 CHARLES LIU - State Bar No. 190513

WINTHROP COUCHOT  
 PROFESSIONAL CORPORATION

3 Civic Plaza, Suite 280  
 Newport Beach, CA 92660

Telephone: (949) 720-4100  
 Facsimile: (949) 720-4111

General Insolvency Counsel to  
 Debtor and Debtor-in-Possession



UNITED STATES BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 SANTA ANA DIVISION

In re

ETHENTICA, INC., a Delaware  
 corporation, fdba Who? Vision Systems,  
 Inc,

Debtor and  
 Debtor-in-Possession.

Case No.: SA 01-14523 JB

Chapter 11 Proceeding

~~PROPOSED~~ ORDER APPROVING:

- (1) THE SALE OF SUBSTANTIALLY  
 ALL OF THE DEBTOR'S ASSETS  
 FREE AND CLEAR OF LIENS,  
 CLAIMS, AND INTERESTS  
 PURSUANT TO 11 U.S.C. § 363; AND
- (2) ASSUMPTION AND ASSIGNMENT  
 OF EXECUTORY CONTRACTS AND  
 UNEXPIRED LEASES

DATE: February 13, 2002  
 TIME: 10:00 a.m.  
 PLACE: Courtroom 6D  
 411 West Fourth Street  
 Santa Ana, CA 92701

CONFIDENTIAL

1 On December 17, 2001, February 4, 2002 and February 13, 2002 at 10:00 a.m. this Court  
2 conducted a hearing (the "Sale Hearings") on the motion filed by Ethentica, Inc., the debtor and  
3 debtor-in-possession herein ("Ethentica" or the "Debtor"), captioned "(1) the Sale of Substantially  
4 All of the Debtor's Assets Free and Clear of Liens, Claims, and Interests Pursuant to 11 U.S.C.  
5 § 563, and (2) Assumption and Assignment of Executory Contracts and Unexpired Leases" (the  
6 "Sale and Assignment Motion").

7 The Debtor appeared by and through its general insolvency counsel, Richard H. Golubow  
8 of Winthrop Couchot Professional Corporation. Topspin Partners, L.P. (Topspin Partners or its  
9 designee are referred to as the "Buyer") appeared by and through its counsel, Alan C. Ederer of  
10 Westerman Ball Ederer Miller & Sharfstein, LLP. Other appearances are as reflected on the  
11 record of the Court.

12 This Court reviewed the Sale and Assignment Motion, the Memorandum of Points and  
13 Authorities, the evidence submitted by the Debtor, other declarations filed in connection with the  
14 Sale and Assignment Motion, the evidentiary objections thereto, various oppositions and  
15 objections to the Sale and Assignment Motion, and replies to same, and the record of this case.  
16 The Court further entertained argument and representations of counsel at the hearing on the Sale  
17 and Assignment Motion.

18 Accordingly, for the reasons stated on the record and good cause appearing therefor,

19 **IT IS HEREBY ORDERED THAT:**

20 1. Except as otherwise provided herein, the Sale and Assignment Motion is granted in  
21 all respects and any objection to the Sale and Assignment Motion is overruled in its entirety.

22 2. The notice and opportunity for hearing given with respect to the Sale and  
23 Assignment Motion and the Sale Hearings were "appropriate in the particular circumstances"  
24 within the meaning of section 102(1)(A) of the Bankruptcy Code.

25 3. The Asset Purchase Agreement between the Debtor and Buyer dated as of February  
26 7, 2002, in the form attached hereto at Exhibit "1" (the "Asset Purchase Agreement"), is approved  
27  
28



1 in all respects and (a) the sale of the Assets' is approved and authorized under section 363 of  
2 Bankruptcy Code, and (c) the assumption and assignment of the Assigned Contracts is approved  
3 and authorized under section 365 of the Bankruptcy Code.

4 4. The Debtor is authorized, directed and empowered to execute, deliver and perform  
5 the Asset Purchase Agreement and all agreements and documents contemplated thereby, and (a) to  
6 sell to Buyer all of its right, title and interest in and to the Assets, as is, where is, free and clear of  
7 any and all liens, claims, encumbrances, mortgages, security interests, demands, options, rights,  
8 restrictions, charges, taxes, obligations, assessments, covenants, title defects, pledges,  
9 encroachments, as well as any other interests or burden of any kind whether arising prior to or  
10 subsequent to the commencement date of this bankruptcy case, and whether imposed by  
11 agreement, understanding, law, equity or otherwise in such property (collectively, "Claims"), and  
12 (b) to assume and assign to Buyer all of the Debtor's right, title and interest in and to the Assigned  
13 Contracts pursuant to section 365 of the Bankruptcy Code.

14 5. The consideration to be paid by Buyer for the purchase of the Assets shall be (a) the  
15 payment of ~~\_\_\_\_\_~~ cash or by wire transfer of immediately available funds at the Closing,  
16 which shall be deposited into a segregated trust account of Winthrop Couchot Professional  
17 Corporation (the "Winthrop Account") plus (b) any and all amounts required to cure any allowed  
18 prepetition defaults under the Assigned Contracts, which cure amounts shall be paid directly by  
19 Buyer to the parties to the Assigned Contracts; the cure amounts and the terms and conditions of  
20 payment of same must be acceptable to Buyer in its sole and absolute discretion (the "Purchase  
21 Price"). Any deposit provided by Buyer to the Debtor under the terms and conditions of any letter  
22 of intent or otherwise, shall be held in the Winthrop Account and credited against the Purchase  
23 Price.

24 6. The sale of the Assets to Buyer does not include the assets described and identified  
25 in the Asset Purchase Agreement as "Excluded Assets".  
26  
27  
28

Unless otherwise defined herein, the definitions of the capitalized terms set forth herein are as set forth in the Asset Purchase Agreement.

1           7. Except for certain monetary defaults set forth in the Asset Purchase Agreement and  
2 any defaults of a kind which are rendered unenforceable by sections 365(b)(2), 365(e)(1), and  
3 365(f)(1) of the Bankruptcy Code, the Debtor is not in default under any of the Assigned  
4 Contracts. The monetary defaults for the Assigned Contracts described and set forth in the Asset  
5 Purchase Agreement shall be cured by Buyer at Closing or upon such terms as may be agreed to  
6 between Buyer and the parties to the Assigned Contracts.

7           8. The Assigned Contracts, upon assignment to Buyer, shall be deemed to be valid,  
8 binding, in full force and effect and enforceable in accordance with their terms, subject to the  
9 provisions of the Asset Purchase Agreement, this Order and the payment of the monetary defaults  
10 set forth in the Asset Purchase Agreement.

11           9. Any party to any of the Assigned Contracts who receives payment of the monetary  
12 defaults due under its particular Assigned Contract described in the Asset Purchase Agreement, or  
13 who reaches an agreement with Buyer with respect to the payment of same, is forever barred from  
14 raising or asserting any claim against Buyer, any default or breach under, or any claim or  
15 pecuniary loss arising under or related to the Assigned Contracts as of the date of this Order and  
16 continuing through and including the date of the Closing.

17           10. Pursuant to sections 105 and 363 of Bankruptcy Code, the Debtor transfers good  
18 and marketable title in and to all of the Assets to Buyer, and the Assets shall be sold, and upon the  
19 Closing shall be, free and clear of all Claims, with all such Claims, including, without limitation,  
20 the first priority secured claim of VennWorks, LLC (the "Vennworks Claim") and the alleged  
21 claims of Hewlett Packard, and Knobbe Martens Olson & Bear, which claims shall attach to the  
22 net proceeds of the sale of the Assets on deposit in the Winthrop Account, with VennWorks  
23 holding Claim in the order of their priority, with the same validity, force and effect which they  
24 now have as against the Assets. Not later than two (2) business days after the Closing, the Debtor  
25 shall deliver to VennWorks, LLC, a cashier's check or wire transfer in either case, pursuant to  
26 VennWorks, LLC's written instruction, in the amount of [REDACTED] VennWorks has alleged  
27 that the full outstanding balance due and owing on account of VennWorks Claim is in the amount  
28 of \$ [REDACTED] (as of February 13, 2002) plus \$28.26 per diem from and after February 13, 2002

1 until the date of delivery of the cashier's check or wire transfer as the case may be. VennWorks,  
2 LLC will accept [REDACTED] in full satisfaction of the VennWorks Claim so long as a cashier's check  
3 or wire transfer is delivered on or before February 18, 2002. In the event that a cashier's check or  
4 wire transfer is not delivered on or before February 18, 2002, then the Debtor shall pay  
5 VennWorks [REDACTED] plus interest at a per diem amount of 528.26 from February 13, 2002  
6 through the date of payment. VennWorks, LLC shall deliver a termination statement to the Debtor  
7 or Buyer (as they direct) concurrently with full payment of the VennWorks Claim.

JNB 8 ~~11. All persons holding Claims with respect to Assets shall be, and they hereby are,~~  
9 ~~forever barred from asserting such Claims against Buyer, and its successors and assigns, or the~~  
10 ~~Assets~~

11 12. At the Closing, the Debtor will deliver to the Buyer all documents required to be  
12 delivered by it under the Asset Purchase Agreement, including, without limitation, (a) an executed  
13 copy of an instrument of assignment and/or bill of sale, in form and substance acceptable to Buyer,  
14 in the form attached hereto as Exhibit "2", assigning and/or transferring the Assets to Buyer, as is,  
15 where is, free and clear of any and all Claims; and (b) evidence satisfactory to Buyer of the release  
16 and termination of any and all Claims against or in the Assets.

17 13. The Debtor shall take such actions and expend such funds as may be necessary to  
18 effectuate the terms of the Asset Purchase Agreement, including, without limitation, with respect  
19 to the assumption and assignment of the Assigned Contracts, this Order and all transactions related  
20 thereto.

21 14. Buyer is hereby determined to be a "good faith" purchaser under section 363 (m) of  
22 the Bankruptcy Code in connection with the purchase of the Assets and assumption and  
23 assignment of the Assigned Contracts, and shall be entitled to the protections afforded to a "good  
24 faith" purchaser under section 363 (m) of the Bankruptcy Code.

25 15. In the absence of any stay pending appeal, in the event that the parties to the Asset  
26 Purchase Agreement consummate the transactions contemplated by the Asset Purchase Agreement  
27 and this Order while an appeal from this Order is pending, such parties shall be entitled to rely on  
28 the protections of section 363(m) of the Bankruptcy Code.

1 16. All persons and entities who are currently, or on the date of the Closing may be in  
2 possession of some or all of the Assets, are hereby directed to surrender possession of the Assets to  
3 Buyer on the date of the Closing.

4 17. From and after the date of this Order, the Debtor, its creditors, other parties in  
5 interest and each of them shall not take or cause to be taken any action that would interfere with  
6 the transfer of the Assets to Buyer in accordance with the terms of this Order and the Asset  
7 Purchase Agreement.

8 18. This Order shall (a) be effective as a determination that upon the Closing, all  
9 Claims against, in and to the Assets prior to the date of the Closing have been unconditionally  
10 released, discharged, extinguished and terminated and that the conveyances described in this Order  
11 and in the Asset Purchase Agreement have been effected; and (b) be binding upon and govern the  
12 acts of all entities and persons, including, without limitation, all filing agents, filing officers, title  
13 agents, title companies, administrative agencies, governmental units, federal, state, and local  
14 officers and officials, and all other persons and entities who may be required by operation of law,  
15 the duties of office or contract, to accept, file, register or otherwise record or release any  
16 documents or instruments, or who may be required to report or insure any title or state of title in  
17 or to any of the Assets.

18 19. The provisions of this Order shall be self-executing, and each and every federal,  
19 state or local governmental unit shall be, and hereby is, directed to accept this Order as authorizing  
20 the Debtor, Buyer and their agents to consummate the transactions authorized and approved by  
21 this Order, including the sale of the Assets and the assumption and assignment of the Assigned  
22 Contracts. No further approval, consent, license, record keeping, notice and the like of any such  
23 federal, state or local governmental unit is required to effectuate, consummate and implement the  
24 transactions authorized and approved by this Order, including the sale of the Assets and the  
25 assumption and assignment of the Assigned Contracts.

26 ~~20 Pursuant to Section 1146(c) of the Bankruptcy Code, the sale of the Assets is~~  
27 ~~exempt from any and all transfer taxes, recording taxes, stamp taxes, sales taxes and similar taxes~~  
28 ~~imposed upon such sale or transfer under any federal, state, or local law.~~

21. Except as to VennWorks, LLC, if any person or entity that asserts and/or holds a Claim or other interest in the Assets, including, without limitation, a person or entity who has filed financing statements or other documents or agreements evidencing Claims in or against the Assets, shall not have delivered to the Debtor (or to such persons as the Debtor shall have directed) prior to the Closing, in proper form for filing and executed by appropriate persons, termination statements, instruments of satisfaction, or releases of all Claims or other interests which the person or entity has with respect to the Assets, the Debtor and Buyer shall be and hereby are authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets.

22. On the terms and subject to the conditions set forth in the Asset Purchase Agreement and this Order, at the Closing, Buyer shall assume from the Debtor and thereafter pay, perform or discharge in accordance with their respective terms, only the Assumed Liabilities. Pursuant to the Asset Purchase Agreement and this Order, Buyer does not, and shall not assume and/or be liable for, accept, agree to perform, pay, discharge or indemnify the Debtor against or otherwise have any responsibility for, any liabilities, obligations, claims, and commitments of or against the Debtor, whether the same are known or unknown, existing, contingent upon future events or circumstances, accrued, funded, unfunded, fixed, or otherwise. ~~Buyer shall not be considered a successor to the Debtor by reason of any theory of law or equity, and Buyer shall have no liability except as expressly provided in the Asset Purchase Agreement for any liability of the Debtor, whether or not arising prior to or after the date of the Closing.~~

23. The failure of this Order to include specific reference to any particular provision of the Asset Purchase Agreement shall not diminish or impair the effect of such provision, it being the intent of the Court that the Asset Purchase Agreement shall be authorized and approved in its entirety by this Order.

24. As allowed by Bankruptcy Rule 8005, and notwithstanding Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon its entry.

27-2 76102

1 25. Pursuant to section 365(k) of the Bankruptcy Code, the assignment of the Assigned  
2 Contracts to Buyer will relieve Debtor and its bankruptcy estate from any liability for any breach  
3 thereof occurring after such assignment.

4 26. This Order shall be binding upon and inure to the benefit of any successors and  
5 assigns of the Debtor or Buyer, including without limitation, any trustee appointed for the Debtor  
6 in this chapter 11 case or any converted chapter 7 or subsequent case.

7 27. Nothing in this Order is intended to approve or disapprove of any request for a  
8 commission or broker's fee in connection with the sale of Assets.

9 28. Without in any manner limiting the scope of this Court's jurisdiction, this Court  
10 shall retain sole and exclusive jurisdiction to resolve any and all matters or disputes arising under  
11 or relating to the Asset Purchase Agreement, the sale of the Assets, the assumption and assignment  
12 of the Assigned Contracts, this Order and the implementation of this Order.

13  
14 Dated: FEB 13 2002, 2002

JAMES N. BARR

15 THE HONORABLE JAMES N. BARR  
16 UNITED STATES BANKRUPTCY JUDGE

17 Submitted By:

18 WINTHROP COUCHOT  
19 PROFESSIONAL CORPORATION

20  
21 By: 

22 Richard H. Golubow  
23 General Insolvency Counsel to  
24 Debtor and Debtor-in-Possession  
25  
26  
27  
28

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**ASSIGNMENT**

The undersigned hereby assigns all of its rights under that certain Asset Purchase Agreement, dated as of February 7, 2002, to Security First Corp.

Dated: February 22, 2002

TOPSPIN PARTNERS, L.P.

By: Topspin Management, LLC  
General Partner

  
By: Leo Guthart  
Its: Manager

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## BILL OF SALE

This BILL OF SALE ("Bill of Sale") is made this 22<sup>nd</sup> day of February, 2002 by and between Ethentica, Inc. a Delaware corporation ("Seller"), and Security First Corp., a Delaware corporation ("Buyer").

## RECITALS

A. Topspin Partners, L.P. ("Topspin") and Seller entered into that certain Asset Purchase Agreement, dated February 7, 2002 (the "Agreement"), which provides, on the terms and conditions set forth therein, for the sale by Seller and purchase by Topspin or its designee of substantially all assets of Seller as set forth in the Agreement.

B. Topspin has assigned its rights under the Agreement to Seller.

C. This Bill of Sale is being executed and delivered in order to effect the sale of the assets set forth herein as provided in the Agreement.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

1. **Assignment.** Seller hereby sells, grants, conveys, bargains, transfers, assigns and delivers to Buyer, and to Buyer's successors and assigns, all of Seller's right, title and interest, legal and equitable, throughout the world, in and to the following:

(a) all inventory of raw materials, work in process and finished goods of Seller, and all inventory of packaging and shipping supplies wherever located, as identified on Schedule 1.0 to the Agreement;

(b) all machinery, equipment, vehicles, furniture, fixtures, supplies, accessories, spare parts, tools and other items of tangible personal property, with all assignable warranty rights and operating manuals and keys relating thereto as identified on Schedule 2.0 to the Agreement;

(c) all computers, software, and related property associated with the operation of the Seller's business as identified on Schedule 3.0 to the Agreement;

(d) Seller's internet domain name and all other rights of any kind associated with Seller's on-line business, including, to the extent assignable, all rights with respect to internet service providers, third party linking sites and all rights of Seller to owned and/or licensed proprietary, customized and mass market computer software and all computer hardware appropriate for the continued operation of Seller's on-line business as identified on Schedule 4.0 to the Agreement;



(e) all of Seller's patents, patent applications and patent disclosures; all inventions (whether or not patentable and whether or not reduced to practice); all trademarks, service marks, trade dress, trade names and corporate names (including without limitation the name "Ethentica") and all the goodwill associated therewith; all registered and unregistered statutory and common law copyrights; all registrations, applications, renewals or common law rights for any of the foregoing; all trade secrets, confidential information, ideas, formulas (whether developed or under development), know-how, manufacturing and production processes and techniques, research information, specifications, designs, plans, improvements, proposals, technical and computer data, documentation and software, financial, business and marketing plans, customer and supplier lists and related information, marketing materials, employee training materials, and product ideas under development (including those related to future promotions and product launches); to the extent transferable, all license rights with respect to intellectual property of third parties; to the extent transferable, all of Seller's rights under all confidentiality agreements, non-disclosure agreements, invention assignment agreements and similar agreements executed between Seller and any employee, consultant or agent of Seller or any other third party with respect to any intellectual property right of Seller described in this Section, and all other intellectual property rights of Seller as identified on Schedule 5.0 to the Agreement;

(f) Seller's catalogs, price lists, mailing lists, subscription lists, customer and supplier lists and all other information as to sources rights of any kind associated with its merchandising business, including, without limitation, all databases containing such information, that pertain to or are necessary to operate the Seller's business and, to the extent assignable, all owned and/or licensed proprietary, customized and mass market computer software and all computer hardware;

(g) copies of books and records, correspondence, files and computer programs and data and databases relating to the Business reasonably required by the Buyer;

(h) all of the Seller's executory contracts that the Buyer seeks to assume and Seller shall seek to assume and assign to Buyer pursuant to Bankruptcy Code Section 365, as identified on Schedule 8.0 to the Agreement;

(i) All records and files pertaining to Seller's business, customers and suppliers, including, without limitation, all supplier, vendor, customer and agency lists, all sales data (including retail prices, product costing and product movement), correspondence with customers, customer files and account histories, and records of purchases from and correspondence with suppliers, but not including the corporate minute books of Seller; and

(j) Any and all other assets of Seller relating to its business which are not specifically identified at paragraphs above and which are not designated as Excluded Assets under the Agreement.

2. **Further Assurances.** Seller agrees that it will, at Buyer's request at any time and from time to time after the date hereof and without further consideration, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and other instruments and assurances as may be considered by Buyer, its successors and assigns, to be necessary or proper to better effect the sale, conveyance, transfer, assignment, assurance, confirmation and delivery of ownership of the assets described herein to Buyer.

3. **Amendment or Termination: Successors and Assigns.** This Bill of Sale may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This Bill of Sale shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

4. **No Third Parties.** Nothing in this Bill of Sale, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Buyer and Seller, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the Buyer and Seller, their successors and assigns.

5. **Construction.** This Bill of Sale, being further documentation of the conveyances, transfers and assignments provided for in and by the Agreement, neither supersedes, amends, or modifies any of the terms or provisions of the Agreement nor does it expand upon or limit the rights, obligations or warranties of the parties under the Agreement. In the event of a conflict or ambiguity between the provisions of this Bill of Sale and the Agreement, the provisions of the Agreement will be controlling.

6. **Governing Law.** The rights and obligations of the parties under this Bill of Sale will be construed under and governed by internal laws of the State of California, determined without reference to conflicts of law principles.

7. **Counterparts.** This Bill of Sale may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

**SELLER:**  
**ETHENTICA, INC.**

**BUYER:**  
**SECURITY FIRST CORP.**

By: *Mark S. O'Leary*  
Name: *Mark S O'Leary*

By: \_\_\_\_\_  
Name: \_\_\_\_\_

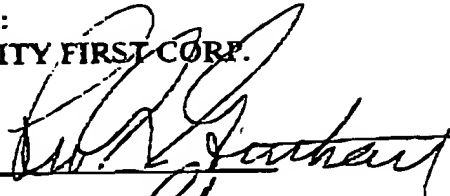
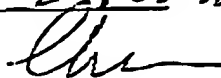
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IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the  
date first written above.

**SELLER:**  
**ETHENTICA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**BUYER:**  
**SECURITY FIRST CORP.**

By:   
Name: 

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**MAY 19 2003**

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